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## UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

15-13271

### CHAPTER 13 PLAN AND RELATED MOTIONS

Case No.

rame of Deotor(s).	o., yo.a. o. 2 a o	Cuse 110.
This plan, dated Sep	ptember 18, 2015 , is:	
□	the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces the □confirmed or □unconfirmed Plan dated .	
	Date and Time of Modified Plan Confirming Hearing:	
	Place of Modified Plan Confirmation Hearing:	
The P	Plan provisions modified by this filing are:	
Credi	tors affected by this modification are:	
oppose any provisio	RIGHTS WILL BE AFFECTED. You should rea on of this Plan, or if you oppose any included mo e or reject unexpired leases or executory contrac	otions to (i) value collateral, (ii) avoid

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$830,700.00

Name of Debtor(c)

Crystal S Barrett

Total Non-Priority Unsecured Debt: \$22,954.00

Total Priority Debt: \$0.00 Total Secured Debt: \$610,197.00

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- **1. Funding of Plan.** The debtor(s) propose to pay the trustee the sum of \$1,240.00 Monthly for 60 months. Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$ 74,400.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
  - A. Administrative Claims under 11 U.S.C. § 1326.
    - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
    - 2. Debtor(s)' attorney will be paid \$\\_0.00\\_\ balance due of the total fee of \$\\_0.00\\_\ concurrently with or prior to the payments to remaining creditors.
  - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u> <u>Type of Priority</u> <u>Estimated Claim</u> <u>Payment and Term</u> -NONE-

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
  - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u> -NONF-

#### B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u> -NONE-

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#### C. Adequate Protection Payments.

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The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor -NONE-

Collateral Description

Adeq. Protection
Monthly Payment

To Be Paid By

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Creditor

Collateral

Approx. Bal. of Debt or "Crammed Down" Value

Interest Rate

Monthly Paymt & Est. Term\*\*

-NONE-

#### E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

#### 4. Unsecured Claims.

- A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 100
   %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 100
   %.
- B. Separately classified unsecured claims.

Creditor -NONE-

**Basis for Classification** 

Treatment

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- Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term 3271 5. Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
  - Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below A. will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage		Monthly
		Contract	Estimated	Interest	Estimated	Arrearage
Creditor	<u>Collateral</u>	Payment	<u>Arrearage</u>	Rate	Cure Period	Payment
Fifth Third Bank	46545 Pebblebrook Place	3,032.16	40,958.82	0%	40 months	Prorata
	Sterling, Virginia 20165					
Nationstar Mortgage LLC	502 Giles Place	1,002.00	3,000.00	0%	40 months	Prorata
	Sterling, Virginia 20164					

В. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
<u>Creditor</u>	<u>Collateral</u>	Payment	Arrearage Rate	<u>Arrearage</u>	Payment
-NONE-					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
<u>Creditor</u>	<u>Collateral</u>	Rate	Claim	Monthly Paymt& Est. Term**
-NONE-			<u></u>	

- Unexpired Leases and Executory Contracts. The debtor(s) move for assumption or rejection of the executory contracts and 6. leases listed below.
  - A. **Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
-NONE-	

В. **Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monthly	
			Payment	Estimated
<u>Creditor</u>	Type of Contract	<u>Arrearage</u>	for Arrears	Cure Period
-NONE-				

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7.	Liens	Which	Debtor(	s) Seek	to Avoid.

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A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor -NONE-

Collateral

**Exemption Amount** 

Value of Collateral

**B.** Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor -NONE-

Type of Lien

Description of Collateral

Basis for Avoidance

- 8. Treatment and Payment of Claims.
  - All creditors must timely file a proof of claim to receive payment from the Trustee.
  - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
  - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
  - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

Signatures:							
Dated: September 18, 2015							
/s/ Crystal S. Barrett	/s/ Fenlene H. Edrington						
Crystal S. Barrett	Fenlene H. Edrington 82067						
Debtor	Debtor's Attorney						

**Exhibits:** Copy of Debtor(s)' Budget (Schedules I and J);

Matrix of Parties Served with Plan

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#### Certificate of Service

I certify that on <u>September 18, 2015</u>, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Fenlene H. Edrington
Fenlene H. Edrington 82067
Signature
297 Herndon Pkwy, Ste. 302
Herndon, VA 20170-4699
Address
(703) 437-7305
Telephone No.

Ver. 09/17/09 [effective 12/01/09]

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							15-	. 137 / 1
Fill	in this information to identify your c	ase:						
Del	otor 1 Crystal S. Ba	rrett			_			
	otor 2 buse, if filing)				_			
Uni	ted States Bankruptcy Court for the	: EASTERN DISTRICT	OF VIRGINIA		_			
	se number nown)		-				d filing ent showing post-peti	
<u>O</u>	fficial Form B 6I					13 income a	as of the following da	te:
S	chedule I: Your Inc	ome						12/13
sup spo atta	as complete and accurate as possiblying correct information. If you use. If you are separated and you ch a separate sheet to this form.  Describe Employment	are married and not fili r spouse is not filing w	ng jointly, and your s ith you, do not includ	pouse le infor	is living mation	g with you, incl about your spe	ude information ab ouse. If more space	out your is needed,
1.	Fill in your employment information.		Debtor 1			Debtor 2	or non-filing spou	se
	If you have more than one job,	Employment status	■ Employed			☐ Employed		
	attach a separate page with information about additional	Employment status	☐ Not employed		☐ Not employed			
	employers.	Occupation	Network Engineer	•				
	Include part-time, seasonal, or self-employed work.	Employer's name	Sev1Tech, INC					
	Occupation may include student or homemaker, if it applies.	Employer's address	"12700 Black Fore 306" Woodbridge, VA 2 22192			e 		
		How long employed to	here? 1 Years,	2 Mon	ths			
Pai	rt 2: Give Details About Mor	nthly Income						
spoi	mate monthly income as of the diuse unless you are separated.	•			•			Ū
	ou or your non-filing spouse have mo e space, attach a separate sheet to		ombine the information	for all	employe	ers for that perso	on on the lines below	. If you need
					Fo	or Debtor 1	For Debtor 2 or non-filing spouse	•
2.	List monthly gross wages, sala deductions). If not paid monthly,			2.	\$	7,166.66	\$N/	<u>A</u>
3.	Estimate and list monthly overt	ime pay.		3.	+\$	0.00	+\$ <u>N/</u>	<u>A</u>
4.	Calculate gross Income. Add lin	ne 2 + line 3.		4.	\$	7,166.66	\$ N/A	.]

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Debt	or 1	Crystal S. Barrett		Case r	umber (if known)		15-13271
	Cor	by line 4 here	4.	For I	7,166.66		ebtor 2 or iling spouse N/A
_				_	7,100.00	<u> </u>	14/71
5.	5a.	all payroll deductions:  Tax, Medicare, and Social Security deductions	5a.	\$	1,202.00	\$	N/A
	5b.	Mandatory contributions for retirement plans	5b.	\$	0.00	\$	N/A
	5c.	Voluntary contributions for retirement plans	5c.	\$	286.66	\$	N/A
	5d.	Required repayments of retirement fund loans	5d.	\$ \$	0.00	\$	N/A_
	5e. 5f.	Insurance Domestic support obligations	5e. 5f.	\$	260.00 0.00	\$	N/A N/A
	5g.	Union dues	5g.	\$	0.00	\$	N/A
	5h.	Other deductions. Specify: Life Insurance	5h.+	\$	78.00 -	· —	N/A
_		-	_	· —		-	
6.		I the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$	1,826.66	\$	N/A_
7.	Cal	culate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$	5,340.00	\$	N/A
8.	List 8a.	all other income regularly received:  Net income from rental property and from operating a business, profession, or farm  Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$	398.00	\$	N/A
	8b.	Interest and dividends	8b.	\$	0.00	\$	N/A N/A
	8c.	Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.		\$ \$		\$ \$	N/A
	8d.	Unemployment compensation	8d.	\$	0.00	\$	N/A
	8e.	Social Security	8e.	\$	0.00	\$	N/A
	8f.	Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	e 8f.	\$	0.00	\$	N/A
	8g.	Pension or retirement income	8g.	\$	580.00	\$	N/A
	8h.	Other monthly income. Specify:	8h.+	\$	0.00	+ \$	N/A
9.	Add	l all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$	978.00	\$	N/A
10	Calc	culate monthly income. Add line 7 + line 9.	10. \$	6	5,318.00 + \$		N/A = \$ 6,318.00
		the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.			,,010.00		4
11.	State Inches other	te all other regular contributions to the expenses that you list in Schedule ude contributions from an unmarried partner, members of your household, your or friends or relatives.  not include any amounts already included in lines 2-10 or amounts that are not acify:	depen		•		chedule J. 11. +\$ 0.00
12.		I the amount in the last column of line 10 to the amount in line 11. The rese that amount on the Summary of Schedules and Statistical Summary of Certailies					12. \$6,318.00
13.	Do :	you expect an increase or decrease within the year after you file this form?	?				monthly income
	П	Yes, Explain:					

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Fill	in this information to identify your case:				13-132/1
Deb	Crystal S. Barrett		Che	eck if this is: An amended filing	
	ouse, if filing)			A supplement show 13 expenses as of	ving post-petition chapter the following date:
Unit	ed States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA	4		MM / DD / YYYY	
	e number				r Debtor 2 because Debtor
	nown)			2 maintains a sepa	
0	fficial Form B 6J				
	chedule J: Your Expenses				12/13
info	as complete and accurate as possible. If two married people are ormation. If more space is needed, attach another sheet to this fo mber (if known). Answer every question.				
Par 1.	t 1: Describe Your Household Is this a joint case?				
	■ No. Go to line 2.  ☐ Yes. Does Debtor 2 live in a separate household?				
	☐ No☐ Yes. Debtor 2 must file a separate Schedule J.				
2.	Do you have dependents? $\square$ No				
	Do not list Debtor 1 and Debtor 2. Fill out this information for each dependent	Dependent's relationsl Debtor 1 or Debtor 2	hip to	Dependent's age	Does dependent live with you?
	Do not state the	son		18	□ No
	dependents' names.	son			■ Yes □ No
		son		19	■ Yes
		-			□ No
					Yes
					□ No
3.	Do your expenses include expenses of people other than yourself and your dependents?				☐ Yes
Par	t 2: Estimate Your Ongoing Monthly Expenses				
Est exp	imate your expenses as of your bankruptcy filing date unless your benses as of a date after the bankruptcy is filed. If this is a supple blicable date.				
the	lude expenses paid for with non-cash government assistance if you are assistance and have included it on Schedule I: You ficial Form 6I.)			Your expe	enses
4.	The rental or home ownership expenses for your residence. Incompayments and any rent for the ground or lot.	clude first mortgage	4.	\$	3,114.08
	If not included in line 4:				
	4a. Real estate taxes		4a.	\$	0.00
	4b. Property, homeowner's, or renter's insurance		4a. 4b.	·	0.00
	4c. Home maintenance, repair, and upkeep expenses		4c.	· —————	200.00
	4d. Homeowner's association or condominium dues		4d.	·	190.00
5.	Additional mortgage payments for your residence, such as hom	e equity loans	5.	\$	0.00

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Debtor 1	Crystal S. Barrett	Case number (if known)	15-13271
			10 102 <u>71</u>
6. <b>Util</b> i 6a.	ities:	6a. \$	200.00
6b.	Electricity, heat, natural gas Water, sewer, garbage collection	6b. \$	
		· · · · · · · · · · · · · · · · · · ·	100.00
6c.	Telephone, cell phone, Internet, satellite, and cable services	6c. \$	215.65
6d.	Other. Specify:	6d. \$ 7. \$	0.00
	d and housekeeping supplies Idcare and children's education costs	7. \$ 8. \$	350.00
		· —	0.00
	thing, laundry, and dry cleaning sonal care products and services		0.00
	•		50.00
	lical and dental expenses	11. \$	0.00
	nsportation. Include gas, maintenance, bus or train fare. not include car payments.	12. \$	200.00
	ertainment, clubs, recreation, newspapers, magazines, and books	13. \$	0.00
	ritable contributions and religious donations	14. \$	0.00
15. <b>Ins</b> u	-	· · · · · · · · · · · · · · · · · · ·	<u></u>
Do r	not include insurance deducted from your pay or included in lines 4 or 20.		
15a	. Life insurance	15a. \$	50.00
15b	. Health insurance	15b. \$	0.00
15c.	Vehicle insurance	15c. \$	200.00
15d	. Other insurance. Specify:	15d. \$	0.00
16. <b>Tax</b>	es. Do not include taxes deducted from your pay or included in lines 4 or 20.		
	cify:	16. \$	0.00
	allment or lease payments:		
	. Car payments for Vehicle 1	17a. \$	0.00
	. Car payments for Vehicle 2	17b. \$	0.00
	Other. Specify:	17c. \$	0.00
	. Other. Specify:	17d. \$	0.00
	r payments of alimony, maintenance, and support that you did not repo		0.00
	ucted from your pay on line 5, Schedule I, Your Income (Official Form 6	··y·	
	er payments you make to support others who do not live with you.	\$ 19.	0.00
	cify:error real property expenses not included in lines 4 or 5 of this form or on		
	. Mortgages on other property	20a. \$	0.00
	. Real estate taxes	20b. \$	0.00
	Property, homeowner's, or renter's insurance	20c. \$	0.00
	. Maintenance, repair, and upkeep expenses	20d. \$	0.00
	. Homeowner's association or condominium dues	20e. \$	0.00
	er: Specify: cell phone	21. +\$	60.00
21. 011	cen priorie		00.00
22. <b>You</b>	r monthly expenses. Add lines 4 through 21.	22. \$	4,929.73
	result is your monthly expenses.		
	culate your monthly net income.		
	. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	6,318.00
23b.	. Copy your monthly expenses from line 22 above.	23b\$	4,929.73
00			
23c.	Subtract your monthly expenses from your monthly income.	23c. \$	1,388.27
	The result is your monthly net income.	200.	.,000.2.
	you expect an increase or decrease in your expenses within the year aftexample, do you expect to finish paying for your car loan within the year or do you expect		or decrease because of a
modification to the terms of your mortgage?			
<b>■</b> N	No.		
Exp			

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Chase Card
Po Box 15298
Wilmington, DE 19850

Citibank/The Home Depot Citicorp Credit Srvs/Centralized Bankrup Po Box 790040 Saint Louis, MO 63179

Corporate America Fcu Attn: Collections Dept 2075 Big Timber Rd Elgin, IL 60123

Corporate America FCU 2075 Big Timber RD Elgin, IL 60123

Fifth Third Bank Bankruptcy Department 1830 E Paris Ave Se Grand Rapids, MI 49546

MercerTrigiani 112 South Alfred Street Alexandria, VA 22314

Nationstar Mortgage LLC Attn: Bankruptcy 350 Highland Dr Lewisville, TX 75067

Springleaf Po Box 64 Evansville, IN 47701

Wells Fargo/Visa 3201 N 4th AVE Sioux Falls, SD 57104